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# Epicor Master Customer Agreement Professional Services Supplement

(Updated June 3, 2019)

This Professional Services Supplement (this “**Supplement**”) governs Customer’s acquisition of Professional Services (defined below) from Epicor Software Corporation or its Affiliate specified a Statement of Work therefore (“**Epicor**”). This Supplement is subject to the Epicor Master Customer Agreement Master Terms and Conditions (“**Master Terms**”) in effect at the time Customer procures Professional Services. Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

## 1. Certain Definitions

- 1.1. “**Customization**” means a custom code modification to the Software or SaaS Services performed by Epicor.
- 1.2. “**Modification**” means a modification, alteration, addition, derivative work, derivation, enhancement and/or improvement of any kind to or of or from or based on or related to the Software or SaaS Services, and/or any part thereof, in any form or format. For the avoidance of doubt, configuration of the base Software or SaaS Services is not a Modification.
- 1.3. “**Professional Services**” means the implementation, installation, configuration, training and similar professional services Epicor provides to Customer.
- 1.4. “**Professional Services Warranty Period**” means the 90-day period following the date the Professional Services are delivered to Customer.
- 1.5. “**SaaS Services**” means, collectively, Epicor’s online business application suite or portions thereof offered on a Software as a Service (SaaS) basis as specified in an Order.
- 1.6. “**Software**” means the specific application software product, module and/or users licensed by Customer as specified in an Order.

## 2. Professional Services

- 2.1. **Scope.** Epicor will perform Professional Services for Customer as specified in an Order therefore.
- 2.2. **Changes in Scope.** Any changes to the scope contemplated in an Order must be made by a written change order or amendment to the Order signed by an authorized representative of each party.
- 2.3. **Services Fees and Expenses.** Except as otherwise set forth in an Order therefore, Epicor provides and invoices for Professional Services on a time and materials basis periodically as work is performed with payment due under the terms described therein. Epicor reserves the right to withhold Professional Services while any Professional Services fees remain overdue, except for fees that are the subject of a bona fide dispute communicated to Epicor in writing. Customer will reimburse Epicor for reasonable out-of-pocket expenses incurred by Epicor to perform the Professional Services except as set forth in an Order.
- 2.4. **Hours of Service.** Epicor will perform Professional Services during Customer’s normal local business hours, Monday through Friday, excluding regional holidays, or as otherwise set forth in Order.
- 2.5. **Professional Services Warranties**
  - 2.5.1. Epicor represents and warrants the Professional Services will be provided by qualified personnel with reasonable skill and care in accordance with generally accepted industry standards and in accordance with the applicable Order.
  - 2.5.2. Provided Customer notifies Epicor in writing within the Professional Services Warranty Period and Epicor validates the nonconformity, Customer’s sole and exclusive remedy for breach of the warranties described herein will be for Epicor to re-perform the defective Professional Services in a reasonably timely manner at no additional cost to Customer.
- 2.6. **Customer Responsibilities.** Customer will provide Epicor with reasonable access to requested resources such as: (i) Customer’s personnel, facilities, equipment, hardware, software, network and information for Professional Services performed onsite, and (ii) timely decision-making, notification of relevant issues or information and the granting of approval or permissions as reasonably necessary for Epicor to perform the Professional Services whether or not onsite.
- 2.7. **Customizations.** If the Professional Services include the supply of one or more Customizations, then the additional terms and conditions specified in the Customization Supplement then in effect, available at <https://www.epicor.com/company/customer-agreements.aspx> or such other website specified by Epicor, will also apply. For the avoidance of doubt, Customizations are Deliverables for purposes of the Master Terms.

## 3. Term and Termination

- 3.1. **Term.** This Supplement commences on the date the Order referencing this Supplement is signed by Epicor and continues until the Professional Services are completed.
  - 3.2. **Termination.** The parties may terminate the Agreement or this Supplement in accordance with the Master Terms.
  - 3.3. **Effect of Termination.** Customer will pay Epicor all fees and expenses incurred for Epicor’s delivery of the Professional Services through the effective date of termination.
  - 3.4. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1 and 2.7 and 3 of this Supplement will survive expiration or termination of the Agreement.
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